

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING THE INTERLOCAL
AGREEMENT BETWEEN LEWIS COUNTY AND
GRAYS HARBOR COUNTY FOR
COOPERATIVE GOVERNMENTAL
PURCHASING OF GOODS AND SERVICES

RESOLUTION #06- 082

WHEREAS, Grays Harbor County has prepared an Interlocal Agreement with Lewis County, both municipal corporations of the State of Washington, for cooperative governmental purchasing of supplies, material, equipment, or services that may be required from time to time; And


WHEREAS, the Board of County Commissioners has had an opportunity to review the Interlocal Agreement, attached as Exhibit A; And

WHEREAS, it appears to be in the best public interest to authorize this Interlocal Agreement; NOW, THEREFORE

BE IT RESOLVED by the Board of County Commissioners that the Interlocal Agreement between Lewis County and Grays Harbor County is hereby approved, and the Board of County Commissions is authorized to execute the Interlocal Agreement.

DONE IN OPEN SESSION this 22 day of February 2006.

ATTEST:


Harri Muir
Clerk of the Board of
County Commissioners

APPROVED AS TO FORM:

By: Dennis P. R...
Civil Deputy

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

Richard A. Graham
Richard Graham, Chairman

[Signature]
Member

Absent
Member

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN GRAYS HARBOR COUNTY AND LEWIS COUNTY

THIS AGREEMENT is made and entered into by and between GRAYS HARBOR COUNTY and LEWIS COUNTY, Washington, pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act, and other applicable laws, upon the following terms and conditions:

1. This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both Lewis and Grays Harbor Counties.
2. Each party from time to time goes out to public bid and contracts to purchase supplies, materials, equipment and services. Each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplies, or service provider.
3. Each party shall comply with all applicable laws and regulations governing its own purchase.
4. Each party shall contract directly with the bidder, contractor, vendor, supplier, or service provider and pay directly in accordance with its own payment procedure for its own purchases. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this agreement except as provided herein.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service or create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligations except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
7. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party. The Lewis County Representative shall be the Director of Central Services. The Grays Harbor County Representative shall be Director of Central Services.
8. This Agreement shall continue in force unless and until canceled by either party in writing, which cancellation may be effected upon receipt by the other party of the

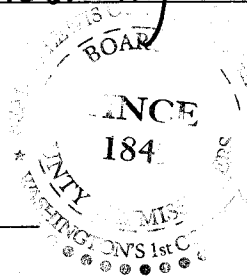
party's notice of cancellation. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. The Agreement may be changed, modified, amended or waived only by written agreement executed by both parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
10. In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
11. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

Approved this 27 day of February, 2006.

ATTEST:
COMMISSIONERS

Larry Miller
Clerk of the Board



BOARD OF LEWIS COUNTY
LEWIS COUNTY, WASHINGTON

Chairman

Approved this _____ day of _____, 2006.

ATTEST:
COMMISSIONERS

WASHINGTON

Clerk of the Board

BOARD OF GRAYS HARBOR COUNTY

GRAYS HARBOR COUNTY,

Bob Beckhouse
Chairman

Approved as to Form:
Lewis County Prosecutor

BY: Deanna L. Roth

Approved as to Form:
Grays Harbor County Prosecutor

BY: James D. Baker, Deputy